

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Jazmine A. Smith and Vera Williams and Community Builders

DEFENDANTS

Township of Radnor and Ray Daly and Kevin Kochanski and Larry Taltoan

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Delaware
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

LAW OFFICES OF JONATHAN WHEELER, P.C.
Jonathan Wheeler, 1617 JFK Blvd, Suite 1270, Philadelphia, PA

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input checked="" type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):

42 U.S.C. §3617 and U.S.C. §1983 and 42 U.S.C. §1985

Brief description of cause:
Deprivation of Civil Rights

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** 500,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

08/12/2014

SIGNATURE OF ATTORNEY OF RECORD

[Signature]

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 713 Miller Street, Bryn Mawr, PA 19010

Address of Defendant: 301 Iven Avenue, Wayne, PA 19087

Place of Accident, Incident or Transaction: 713 Miller Street, Bryn Mawr, PA 19004

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☐

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☐

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☐
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☐
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☐
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☐

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☒ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify)

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
(Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Jonathan Wheeler, Esquire, counsel of record do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: 08/13/2014


Attorney-at-Law

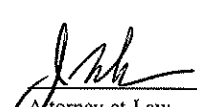
12649

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 08/13/2014


Attorney-at-Law

12649

Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

JAZMINE A. SMITH, et al.	:	CIVIL ACTION
	:	
v.	:	
	:	
TOWNSHIP OF RADNOR, et al.	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>8/13/14</u>	<u>Jonathan Wheeler</u>	<u>Plaintiffs</u>
Date	Attorney-at-law	Attorney for
<u>215-568-2900</u>	<u>215-568-2901</u>	<u>jwheeler@jwheelerlaw.com</u>
Telephone	FAX Number	E-Mail Address

(Civ. 660) 10/02

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JAZMINE A. SMITH and
VERA WILLIAMS
713 Miller Street
Bryn Mawr, PA 19010

and

COMMUNITY BUILDERS 1, LLC
45 E. City Avenue, Suite 424
Bala Cynwyd, PA 19004

vs.

Civil Action No.

TOWNSHIP OF RADNOR
301 Iven Avenue
Wayne, PA 19087

Jury Trial Demanded

and

RAY DALY
301 Iven Avenue
Wayne, PA 19087

and

KEVIN KOCHANSKI
301 Iven Avenue
Wayne, PA 19087

and

LARRY TALTOAN
301 Iven Avenue
Wayne, PA 19087

COMPLAINT

Jazmine A. Smith (“Smith”), Vera Williams (“Williams”) and Community Builders 1, LLC (“Community Builders”) by their attorneys Jonathan Wheeler, P.C., file this Civil Action against

Defendants Township of Radnor (“Radnor”), Ray Daly (“Daly”), Kevin Kochanski (“Kochanski”) and Larry Taltoan (“Taltoan”) as follows:

I. THE PARTIES

1. Smith and Williams are individuals who are citizens, residents and domiciles of the Commonwealth of Pennsylvania residing therein at 713 Miller Street, Bryn Mawr, PA 19010.

2. Community Builders is a limited liability company duly organized and existing under the Laws of the Commonwealth of Pennsylvania with its principal place of business located at 45 E. City Avenue, Suite 424, Bala Cynwyd, PA 19004.

3. Radnor is a political subdivision created pursuant to Acts of Assembly of the Commonwealth of Pennsylvania which maintains its principal place of business located at 301 Iven Avenue, Wayne, PA 19087.

4. Kochanski is an individual employed as the Director of Community Development for Radnor who is acting at all times material hereto under color of state law and pursuant to his duties as the agent, servant, workman or employee of Radnor.

5. Taltoan is an individual employed as the Township Health Officer and Codes Official for Radnor who is acting at all times material hereto under color of state law and pursuant to his duties as the agent, servant, workman or employee of Radnor.

6. Daly is an individual employed as a Codes Official for Radnor who is acting at all times material hereto under color of state law and pursuant to his duties as the agent, servant, workman or employee of Radnor.

II. JURISDICTION

This action is brought pursuant to the Civil Rights Act of 1964, the Fair Housing Act of 1968, the Laws and the Constitution of the United States to address the deprivation of civil rights

and injuries caused to Smith, Williams and Community Builders as a result of the purposeful acts or omissions of Radnor, Kochanski, Taltoan and Daly.

7. This venue is proper in the United States District Court for the Eastern District of Pennsylvania since the acts complained of occurred within the territorial district of the United States District Court for the Eastern District of Pennsylvania.

III. OPERATIVE FACTS

8. On or about May 17, 2013 a fire occurred at the residence of Smith and Williams located at 713 Miller Street, Bryn Mawr, PA 19010 ("the premises") which caused substantial damage to the premises.

9. Subsequent to the fire, Ms. Smith and Ms. Williams retained Community Builders to rebuild/restore their fire ravished residence.

10. Community Builders retained the services of an architect/engineer and submitted applications for a building permit to Radnor in September 2013.

11. Thereafter, on multiple occasions Smith and Community Builders met with representatives of the Radnor building/construction department, including but not limited to Kochanski, Taltoan and Daly in an attempt to have the necessary building permits issued by Radnor.

12. Despite the submission of properly completed applications and revisions to the application for building permit, Radnor through its representatives, Kochanski, Taltoan and Daly have failed and refused to issue the necessary building permit so that Community Builders could commence to rebuild an addition to the premises.

13. On one occasion when Smith visited the office of Radnor in an attempt to determine why the building permit had not been issued she was told, "Why didn't you have Jay Hemminger do the work; it would have been done by now?"

14. Smith and Williams are of African American decent.

15. Community Builders is a minority operated limited liability company whose principals are of African American decent.

16. Jay Hemminger is of Caucasian decent.

IV. DAMAGES

17. As a result of the failure and refusal by Defendants to issue the necessary building permits, Smith and Williams have been deprived of the use and enjoyment of their property in violation of Civil Rights secured under the Laws and Constitution of the United States including, but not limited to the Civil Rights Act of 1963, the Fair Housing Act of 1968 and the 14th Amendment to the United States Constitution guaranteeing equal protection under the law irrespective of race, sex or ethnic background.

18. As a further result of Defendants conduct Williams, who suffers from a serious physical disability, has been required to reside in an extended care facility, Aristcare in Norristown, PA because she is unable to reside in her home.

19. As a further consequence of the purposeful acts or omissions of Defendants, Community Builders has been deprived of its opportunity to complete the reconstruction and addition of the premises as a result of which it has lost other business opportunities and has been deprived of the benefit of its contract with Smith and Williams in violation of its Civil Rights secured under the Laws and Constitution of the United States which guarantee equal protection to all citizens irrespective of their race or ethic background.

COUNT I - 42 U.S.C. §3617

20. Plaintiffs incorporate by reference herein the averments set forth in the foregoing paragraphs of Plaintiffs' Complaint, as fully as though same were set forth at length.

21. At all times relevant hereto, Defendant, Radnor was responsible for issuing construction and/or building permits for properties located within Radnor Township.

22. At all times relevant hereto, Defendants, Kochanski, Taltoan and Daly were the employees of Defendant, Radnor, responsible for making decisions as to whether building and/or construction permits should be issued for building and/or construction projects taking place in Radnor Township.

23. Defendants, Radnor, Kochanski, Taltoan and Daly have failed to issue building and/or construction permits necessary to permit Ms. Smith and Ms. Williams to rebuild their property despite the fact that Ms. Smith and Ms. Williams have submitted properly completed permit applications.

24. By failing to issue the necessary permits to allow Ms. Smith and Ms. Williams to rebuild their property, Defendants Radnor, Kochanski, Taltoan and Daly have interfered with Ms. Smith and Ms. Williams' use and enjoyment of their property because of their race and/or because of Ms. Williams' disability.

WHEREFORE, Plaintiffs demand judgment against Defendants, Radnor, Kochanski, Taltoan and Daly for compensatory damages, counsel fees, costs of suit, punitive damages and such other relief as the court may deem equitable and just.

COUNT II - 42 U.S.C. §1983

25. Plaintiffs incorporate by reference herein the averments set forth in the foregoing paragraphs of Plaintiffs' Complaint, as fully as though same were set forth at length.

26. At all times relevant hereto, Defendants, Kochanski, Taltoan and Daly, as employees of Radnor Township, were acting under the color of state law in their official capacities as Township employees.

27. By refusing to issue building and/or construction permits to Ms. Smith and Ms. Williams because of their race, Defendants, Kochanski, Taltoan and Daly deprived Ms. Smith and Ms. Williams of their rights and privileges secured by the United States Constitution and Laws of the United States.

28. The actions of Defendants, Kochanski, Taltoan and Daly also denied Ms. Smith and Ms. Williams equal protection under the law.

WHEREFORE, Plaintiffs demand judgment against Defendants, Radnor, Kochanski, Taltoan and Daly for compensatory damages, counsel fees, costs of suit, punitive damages and such other relief as the court may deem equitable and just.

COUNT III - 42 U.S.C. §1985

29. Plaintiffs incorporate by reference herein the averments set forth in the foregoing paragraphs of Plaintiffs' Complaint, as fully as though same were set forth at length.

30. At all times relevant hereto, Defendants, Kochanski, Taltoan and Daly conspired to deny Ms. Smith and Ms. Williams their rights and privileges secured by the United States Constitution and Laws of the United States.

31. At all times relevant hereto, Defendants, Kochanski, Taltoan and Daly conspired to deny Ms. Smith and Ms. Williams their rights and privileges to their property secured by the United States Constitution and Laws of the United States.

WHEREFORE, Plaintiffs demand judgment against Defendants, Radnor, Kochanski, Taltoan and Daly for compensatory damages, counsel fees, costs of suit, punitive damages and such other relief as the court may deem equitable and just.

**COUNT IV - Claim Pursuant to
Monell v. Department of Social Services of the City of New York**

32. Plaintiffs incorporate by reference herein the averments set forth in the foregoing paragraphs of Plaintiffs' Complaint, as fully as though same were set forth at length.

33. At the time of the events set forth above, Defendant Radnor had in place a policy or custom which permitted township employees to deny and/or delay the issuance of building and/or construction permits to individuals residing in the Township on the basis of their race and/or handicap.

34. Defendants, Kochanski, Taltoan and Daly, in committing the acts set forth above, acted in accordance with the policy or custom established by Defendant, Radnor to deny and/or delay the issuance of building and/or construction permits to individuals residing in the Township on the basis of their race and/or handicap.

35. Defendant, Radnor is liable under the doctrine set forth in Monell v. Department of Social Services of the City of New York, 98 S.Ct. 2018, 438 U.S. 658 (1978) for damages committed by its township employees in their official capacity where the violation of Plaintiffs' rights was the product of the custom or policy of Defendant, Radnor.

WHEREFORE, Plaintiffs demand judgment against Defendant, Radnor for compensatory damages, counsel fees, costs of suit, punitive damages and such other relief as the court may deem equitable and just.

COUNT V - Interference with Contractual Relations

36. Plaintiffs incorporate by reference herein the averments set forth in the foregoing paragraphs of Plaintiffs' Complaint, as fully as though same were set forth at length.

37. Plaintiffs invoke the pendant jurisdiction of this court with respect to State Law

claims against Defendants, Radnor, Kochanski, Taltoan and Daly.

38. Defendants have interfered with the contractual relations between Ms. Smith and Ms. Williams and Community Builders.

39. A contract existed between Ms. Smith and Ms. Williams and Community Builders whereby Ms. Smith and Ms. Williams agreed to hire Community Builders to perform the construction work on the property. (A true and correct copy of the contract is attached hereto as Exhibit "A").

40. Defendants, Radnor, Kochanski, Taltoan and Daly have purposefully interfered with and/or harmed the contractual relationship between Ms. Smith and Ms. Williams and Community Builders by denying and/or delaying the issuance of building and/or construction permits for the property although the applications were properly completed, and by suggesting to Ms. Smith and Ms. Williams that they hire a different contractor.

41. The actions of the Defendants in interfering with this contractual relationship is not privileged and/or justified as the applications for the building and/or construction permits were properly completed and because the Defendants do not have the right to dictate to Ms. Smith and Ms. Williams who they should employ as a contractor for the construction on their property.

42. Ms. Smith and Ms. Williams have been damaged as they have been deprived of the use and enjoyment of their property and have accumulated unnecessary expenses as a result of not being able to occupy the property.

43. Community Builders has been damaged as it has been forced to turn down other work because of the agreement between it and Ms. Smith and Ms. Williams.

WHEREFORE, Plaintiffs demand judgment against Defendants, Radnor, Kochanski, Taltoan and Daly for compensatory damages, costs of suit and such other relief as the court may deem

equitable and just.

COUNT VI - Negligence

44. Plaintiffs incorporate by reference herein the averments set forth in the foregoing paragraphs of Plaintiffs' Complaint, as fully as though same were set forth at length.

45. Plaintiffs invoke the pendant jurisdiction of this court with respect to State Law claims against Defendants, Radnor, Kochanski, Taltoan and Daly.

46. The actions of Defendants, Radnor, Kochanski, Taltoan and Daly constituted a crime, actual fraud, actual malice and/or willful misconduct.

47. Municipalities and/or the employees of municipalities are not entitled to immunity pursuant to the Political Subdivision Tort Claims Act where those actions constitute a crime, actual fraud, actual malice and/or willful misconduct.

48. A direct, factual and proximate cause of the damages and losses suffered by Plaintiffs was the carelessness and negligence of Defendant, Radnor acting by and through its duly authorized agents, servants, workman or employees, consisting as follows:

a. in failing to issue building permits to Plaintiffs where the applications for those permits were properly completed;

b. in failing to promptly notify Plaintiffs as to any defects in their permit applications so that such defects could be cured;

c. in failing to take reasonable, proper and adequate steps to ensure that building and/or construction permits were promptly issued so that Ms. Smith and Ms. Williams could effectuate construction on their property.

49. As the direct, proximate and factual result of these acts or omissions Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs demand judgment against Defendants, Radnor, Kochanski, Taltoan and Daly for compensatory damages, costs of suit and such other relief as the court may deem equitable and just.

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: Jonathan Wheeler / jw994
JONATHAN WHEELER, ESQUIRE
Attorney I.D. No.: 12649
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
(215) 568-2900
Attorney for Plaintiff(s)

COMMUNITY BUILDERS 1, LLC

Community Builders 1, LLC
45 E. City Line Ave #424
Bala Cynwyd, Pa. 19004
484-325-1120/267-971-8616
Tax ID#943447923

Opening Statement:

Attached is the contractual agreement covering the reconstruction of the above addressed property. This contract includes the material and labor for the specified work. Any changes will be made in writing with agreement of both parties signatures. Any changes could result in additional cost to be applied. The project shall commence immediately upon the first payment, and continue until completed provided payments are made on time. You have three business days from the signing of this contract to cancel. The cancellation must be received by midnight of the forth day after the signing of contract. Any work done before the cancellation of contract will be paid for.

The payment for said work is outlined as follows:

\$50,000.00	start of project
\$50,000.00	50% completion
\$27,090.76	upon completion

\$127,090.76	total cost
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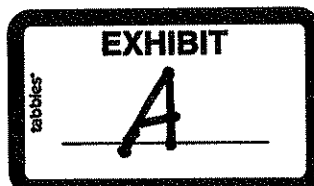
I/We hereby authorize our insurance company, public adjuster/ and or mortgage company to release said funds to our contractor. We also authorize our contractor to endorse drafts to begin and complete the project.



Julia Williams/Jazim Smith 8/5/13



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2013-05-28-1441**Room: Exterior/Side**

Siding - vinyl	887.57 SF
R&R House wrap (air/moisture barrier) Du Pont Tyvek or equal	887.57 SF
R&R Soffit & fascia - metal - 4' overhang	80.00 LF
R&R Gutter / downspout - aluminum	21.90 LF
R&R Wrap wood window frame & trim with aluminum sheet	8.00 EA
Asbestos Removal TBD	1.00 EA

Room: Exterior/Rear

Siding - vinyl	215.00 SF
R&R House wrap (air/moisture barrier) Du Pont Tyvek or equal	215.00 SF
R&R Soffit & fascia - metal - 4' overhang	24.00 LF
R&R Gutter / downspout - aluminum	20.00 LF
R&R Wrap wood window frame & trim with aluminum sheet	3.00 EA
Carpenter - General Framer - per hour	40.00 HR
FRAMING & ROUGH CARPENTRY MATERIAL	1.00 EA

Room: Exterior/Side 2

Siding - vinyl	785.50 SF
R&R House wrap (air/moisture barrier) Du Pont Tyvek or equal	785.50 SF
R&R Soffit & fascia - metal - 4' overhang	48.00 LF
R&R Gutter / downspout - aluminum	16.00 LF
R&R Wrap wood window frame & trim with aluminum sheet	6.00 EA
R&R Vinyl window - double hung, 13-19 sf	1.00 EA
WINDOWS - VINYL CASEMENT	1.00 EA
Window Frame (casing & stop)	3.00 EA

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R&R Central air - condenser unit - 3 ton

1.00 EA

Room: Exterior/Front

Siding - vinyl	197.12 SF
R&R House wrap (air/moisture barrier) Du Pont Tyvek or equal	197.12 SF
R&R Soffit & fascia - metal - 4' overhang	64.00 LF
R&R Gutter / downspout - aluminum	50.00 LF
R&R Wrap wood window frame & trim with aluminum sheet	4.00 EA
FRAMING & ROUGH CARPENTRY PORCH LABOR	1.00 EA
FRAMING & ROUGH CARPENTRY PORCH MATERIAL	1.00 EA

Room: Attic

LxWxH 27'2" x 15'3" x 5'0"

Seal floor or ceiling joist sys. (white pigmented shellac)	414.29 SF
Clean floor and seal - wood	414.29 SF

Room: Second Floor Front

LxWxH 15'1" x 10'0" x 8'0"

Subroom 1: Closet

LxWxH 2'9" x 1'7" x 8'0"

R&R Light fixture	1.00 EA
R&R 1/2" drywall - hung, taped, floated, ready for paint, the walls and ceiling	518.08 SF
R&R Batt insulation - 10" - R30	155.19 SF
R&R Batt insulation - 6" - R19	200.67 SF
R&R Vinyl window - double hung, 13-19 sf	3.00 EA
R&R Window blind - horizontal or vertical - Small	3.00 EA
Window Frame (casing , stop, sill, etc)	3.00 EA
R&R Interior door unit	2.00 EA
R&R Door lockset - interior	2.00 EA
Paint door slab only - 2 coats (per side)	2.00 EA
R&R Door opening (jamb & casing) - 32"to36"wide - paint grade	2.00 EA
Paint door/window trim & jamb - 2 coats (per side)	5.00 EA

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CONTINUED - Second Floor Front

R&R Baseboard - 6" hardwood	48.17 LF
R&R Base shoe	48.17 LF
Paint baseboard - two coats	48.17 LF
Seal & paint base shoe or quarter round	48.17 LF
R&R Carpet	155.19 SF
R&R Carpet pad	155.19 SF
R&R Oak flooring - #2 common - no finish	155.19 SF
Rewire - average residence - copper wiring	155.19 SF
R&R Outlet or switch	5.00 EA
Seal floor or ceiling joist sys. (white pigmented shellac)	155.19 SF
R&R Stud wall - 2" x 4" - 16" oc	362.89 SF

Room: Second Floor Middle**LxWxH 10'8" x 9'2" x 8'0"****Subroom 1: Closet****LxWxH 8'0" x 2'0" x 8'0"**

R&R Light fixture	1.00 EA
R&R 1/2" drywall - hung, taped, floated, ready for paint, the walls and ceiling	468.89 SF
R&R Batt insulation - 10" - R30	113.78 SF
R&R Batt insulation - 6" - R19	149.33 SF
FRAMING & ROUGH CARPENTRY MOVE WALL TO ENLARGE FRT BEDROOM	1.00 EA
Seal then paint the walls and ceiling (2 coats)	468.89 SF
R&R Vinyl window - double hung, 13-19 sf	2.00 EA
R&R Window blind - horizontal or vertical - Small	2.00 EA
Window Frame (casing, stop, sill, etc)	2.00 EA
R&R Interior door unit	1.00 EA
R&R Door lockset - interior	1.00 EA
R&R Bypass (sliding) door set - birch	1.00 EA
Paint door slab only - 2 coats (per side)	2.00 EA
R&R Door opening (jamb & casing) - 32" to 36" wide - paint grade	2.00 EA
Paint door/window trim & jamb - 2 coats (per side)	4.00 EA
R&R Baseboard - 6" hardwood	45.00 LF
R&R Base shoe	45.00 LF
Paint baseboard - two coats	45.00 LF
Seal & paint base shoe or quarter round	45.00 LF
R&R Carpet	113.78 SF
R&R Carpet pad	113.78 SF

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CONTINUED - Second Floor Middle

R&R Oak flooring - #2 common - no finish	113.78 SF
Rewire - average residence - copper wiring	113.78 SF
R&R Outlet or switch	5.00 EA
Stain & finish bypass door set - slab only (per side)	1.00 EA
Seal floor or ceiling joist sys. (white pigmented shellac)	113.78 SF
Seal stud wall for odor control	355.11 SF

Room: Second Floor Rear**LxWxH 11'7" x 11'0" x 8'0"**

R&R Light fixture	1.00 EA
R&R 1/2" drywall - hung, taped, floated, ready for paint, the walls and ceiling	458.75 SF
R&R Batt insulation - 10" - R30	127.42 SF
R&R Batt insulation - 6" - R19	138.00 SF
R&R Stud wall - 2" x 4" - 16" oc	331.33 SF
Seal then paint the walls and ceiling (2 coats)	458.75 SF
R&R Vinyl window - double hung, 13-19 sf	2.00 EA
R&R Window blind - horizontal or vertical - Small	2.00 EA
Window Frame (casing , stop, sill, etc)	2.00 EA
R&R Interior door unit	1.00 EA
R&R Door lockset - interior	1.00 EA
Paint door slab only - 2 coats (per side)	2.00 EA
R&R Door opening (jamb & casing) - 32" to 36" wide - paint grade	1.00 EA
Paint door/window trim & jamb - 2 coats (per side)	2.00 EA
R&R Baseboard - 6" hardwood	42.50 LF
R&R Base shoe	42.50 LF
Paint baseboard - two coats	42.50 LF
Seal & paint base shoe or quarter round	42.50 LF
R&R Carpet	127.42 SF
R&R Carpet pad	127.42 SF
R&R Underlayment - 1/2" BC plywood	127.42 SF
R&R Access - face frame & doors	12.00 SF
Rewire - average residence - copper wiring	127.42 SF
R&R Outlet or switch	5.00 EA

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R&R Sheathing - 1" x 6" - tongue and groove

138.00 SF

Room: Bathroom**LxWxH 15'0" x 6'0" x 8'0"****Subroom 1: Offset****LxWxH 7'0" x 3'0" x 8'0"**

R&R Light fixture	1.00 EA
R&R 1/2" drywall - hung, taped, floated, ready for paint, the walls and ceiling	580.67 SF
R&R Batt insulation - 10" - R30	111.00 SF
R&R Batt insulation - 6" - R19	91.33 SF
Seal then paint the walls and ceiling (2 coats)	580.67 SF
R&R Vinyl window - double hung, 13-19 sf	3.00 EA
R&R Window blind - horizontal or vertical - Small	3.00 EA
Window Frame (casing , stop, sill, etc)	3.00 EA
R&R Interior door unit	1.00 EA
R&R Door lockset - interior	1.00 EA
Paint door slab only - 2 coats (per side)	2.00 EA
R&R Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA
Paint door/window trim & jamb - 2 coats (per side)	2.00 EA
R&R Bathtub	1.00 EA
R&R Tub/shower faucet	1.00 EA
R&R Toilet	1.00 EA
R&R Toilet seat	1.00 EA
R&R Medicine cabinet	2.00 EA
R&R Tile floor covering	111.00 SF
R&R 1/2" Cement board	111.00 SF
R&R Underlayment - 1/2" BC plywood	111.00 SF
R&R Access - face frame & doors	12.00 SF
Rewire - average residence - copper wiring	111.00 SF
R&R Outlet or switch	2.00 EA
R&R Ground fault interrupter (GFI) outlet	2.00 EA
R&R Stud wall - 2" x 4" - 16" oc	469.67 SF

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Rough in plumbing - per fixture	3.00 EA
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Room: Hallway**LxWxH 11'4" x 5'7" x 8'0"****Subroom 1: Offset****LxWxH 5'6" x 2'6" x 8'0"****Subroom 2: Closet****LxWxH 2'8" x 2'6" x 8'0"**

R&R Light fixture	1.00 EA
R&R 1/2" drywall - hung, taped, floated, ready for paint, the walls and ceiling	442.81 SF
R&R Batt insulation - 10" - R30	83.69 SF
R&R Interior door unit	1.00 EA
Paint door slab only - 2 coats (per side)	1.00 EA
R&R Door lockset - interior	1.00 EA
R&R Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA
R&R Balustrade	7.80 LF
Paint balustrade	7.80 LF
R&R Handrail - wall mounted	10.00 LF
Paint handrail - wall mounted	10.00 LF
R&R Carpet	83.69 SF
R&R Carpet pad	83.69 SF
R&R Stairway - stringers, treads & risers (per tread)	15.00 EA
Stain & finish stair riser /tread per side	29.00 EA
Paint stair stringer - one side	30.00 LF
R&R Door chime	1.00 EA
Rewire - average residence - copper wiring	83.69 SF
R&R Outlet or switch	2.00 EA
R&R Stairway - disappearing (folding)	1.00 EA
Seal floor or ceiling joist sys. (white pigmented shellac)	83.69 SF
Seal stud wall for odor control	359.11 SF
Waste Item - Carpet	106.42 SF

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Waste Xpert - Carpet Waste: The following cuts will produce the specified line item prices:

Cut #1	Room Name: Second Floor Rear	Dimensions: 11'3" X 11'10"
Cut #2	Room Name: Hallway	Dimensions: 5'10" X 11'7"
Cut #3	Room Name: Closet & Offset	Dimensions: 4'2" X 10'0"
Cut #4	Room Name: Second Floor Front	Dimensions: 15'4" X 10'3"
SCRAP	Room Name: Closet	Dimensions: 3'0" X 1'10"
Cut #5	Room Name: Second Floor Middle	Dimensions: 9'5" X 10'11"
Cut #6	Room Name: Closet	Dimensions: 2'11" X 2'9"

Room: Living & Dining Room**LxWxH 23'4" x 15'3" x 8'0"**

R&R Ceiling fan without light	2.00 EA
R&R 1/2" drywall - hung, taped, floated, ready for paint, the walls and ceiling	897.17 SF
R&R Cove molding - 3/4" hardwood	77.17 LF
R&R Batt insulation - 6" - R19	308.67 SF
R&R Vinyl window - double hung, 13-19 sf	4.00 EA
R&R Window blind - horizontal or vertical - Small	4.00 EA
Window Frame (casing , stop, sill, etc)	4.00 EA
R&R Exterior door - solid core lauan / mahogany or birch flush	1.00 EA
R&R Door lockset & deadbolt - exterior	1.00 EA
R&R Door opening (jamb & casing) - 32" to 36" wide - paint grade	1.00 EA
Paint door/window trim & jamb - 2 coats (per side)	5.00 EA
R&R Baseboard - 6" hardwood	74.17 LF
R&R Base shoe	74.17 LF
Paint baseboard - two coats	74.17 LF
Seal & paint base shoe or quarter round	74.17 LF
R&R Oak flooring - #2 common - no finish	355.83 SF
Rewire - average residence - copper wiring	355.83 SF
R&R Outlet or switch	8.00 EA
Seal floor or ceiling joist sys. (white pigmented shellac)	355.83 SF
Seal stud wall for odor control	541.33 SF

Room: Kitchen**LxWxH 14'0" x 13'0" x 8'0"**

R&R Recessed light fixture	6.00 EA
R&R Ceiling fan & light	1.00 EA
R&R Joist - floor or ceiling - 2x10 - w/blocking - 16" oc	10.00 EA
R&R 1/2" drywall - hung, taped, floated, ready for paint, the walls and ceiling	531.33 SF
Seal then paint the walls and ceiling (2 coats)	531.33 SF

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CONTINUED - Kitchen

R&R Stud wall - 2" x 4" - 16" oc	349.33 SF
R&R Vinyl window - double hung, 13-19 sf	3.00 EA
Window Frame (casing, stop, sill, etc)	3.00 EA
R&R Interior door unit	2.00 EA
R&R Door lockset - interior	2.00 EA
R&R Exterior door - solid core lauan / mahogany or birch flush	1.00 EA
R&R Deadbolt -	1.00 EA
R&R Door opening (jamb & casing) - 32" to 36" wide - paint grade	2.00 EA
Paint door/window trim & jamb - 2 coats (per side)	4.00 EA
R&R Cabinetry - upper (wall) units	17.00 LF
R&R Cabinetry - lower (base) units	14.00 LF
R&R Cabinet knob or pull - average grade	22.00 EA
R&R Range	1.00 EA
R&R Microwave oven - over range w/built-in hood	1.00 EA
R&R Countertop - Flat laid plastic laminate -	14.00 LF
R&R Sink - double	1.00 EA
R&R Sink faucet - Kitchen	1.00 EA
R&R Tile floor covering	182.00 SF
R&R 1/2" Cement board	182.00 SF
Rewire - average residence - copper wiring	182.00 SF
R&R Outlet or switch	3.00 EA
R&R Ground fault interrupter (GFI) outlet	4.00 EA
R&R Batt insulation - 6" - R19	349.33 SF
Rough in plumbing - per fixture	1.00 EA

Room: powder room**LxWxH 7'0" x 5'0" x 8'0"**

R&R Light fixture	2.00 EA
R&R 1/2" drywall - hung, taped, floated, ready for paint, the walls and ceiling	194.78 SF
Seal then paint the walls and ceiling (2 coats)	194.78 SF
R&R Stud wall - 2" x 4" - 16" oc	159.78 SF
R&R Batt insulation - 6" - R19	159.78 SF
R&R Vinyl window - double hung, 13-19 sf	2.00 EA
Window Frame (casing & stop)	2.00 EA
R&R Toilet	1.00 EA
R&R Toilet seat	1.00 EA
R&R Medicine cabinet	2.00 EA

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CONTINUED - powder room

R&R Vinyl tile	35.00 SF
R&R Underlayment - 1/2" BC plywood	35.00 SF
Rewire - average residence - copper wiring	35.00 SF
R&R Ground fault interrupter (GFI) outlet	2.00 EA
R&R Outlet or switch	2.00 EA

Room: Basement**LxWxH 35'0" x 15'0" x 6'5"**

Clean concrete on the floor	525.00 SF
R&R Ductwork system - hot or cold air - 1200 to 1599 SF home	1.00 EA
Rewire - average residence - copper wiring	525.00 SF
R&R Breaker panel - 200 amp	1.00 EA
R&R Stair tread - hardwood	10.00 EA
R&R Stair stringer	20.00 LF
Paint stair stringer - one side	40.00 LF
Seal & paint stair tread - per side	20.00 EA
R&R Furnace - horizontal - forced air - high effic. 80,000 BTU	1.00 EA
Clean water heater	1.00 EA

Room: Debris Removal

Dumpster load - Extra Large	2.00 EA
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Room: Miscellaneous

Scaffold rental - per section (per week) Siding installation	32.00 WK
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Scaffolding Setup & Take down - per hour

6.00 HR

Grand Total**127,090.76****Community Builders, LLC****Grand Total Areas:**

3,994.39 SF Walls	2,103.20 SF Ceiling	6,097.59 SF Walls & Ceiling
2,103.20 SF Floor	233.69 SY Flooring	562.83 LF Floor Perimeter
1,431.75 SF Long Wall	865.17 SF Short Wall	625.83 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	0.00 Area of Face 1